

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

FILED

2023 JUN 29 PM 3:46

NUMBER: 2023-06118

DIVISION: CIVIL
DISTRICT COURT

ESSENCE FESTIVALS PRODUCTIONS LLC
AND ESSENCE COMMUNICATIONS INC.

VS.

TAMIKA NEWHOUSE, DELPHINE LEGACY MEDIA,
LIT DIARIES, LLC, AND BALDWIN & CO., LLC

F

SECTION 14

FILED: _____

DEPUTY CLERK

**VERIFIED PETITION FOR TEMPORARY
RESTRAINING ORDER, PRELIMINARY INJUNCTION, PERMANENT
INJUNCTION, AND DAMAGES**

The Petition of Essence Communications Inc. and Essence Festivals Productions LLC
which respectfully request that this Honorable Court issue preliminary and permanent injunctive
relief and a judgment awarding damages due to the actions complained of, as well as reasonable
attorney's fees, and represents as follows:

I. PARTIES

Made Petitioners herein are:

- a. Essence Festivals Productions LLC (hereinafter "Essence Festivals
Productions"), a Louisiana limited liability company authorized to do
business and doing business within Orleans Parish, State of Louisiana.

- b. Essence Communications Inc. (hereinafter "Essence Communications" or
at times referred to collectively with Essence Festivals Productions as
"Essence"), a foreign corporation, with a principal place of business in New
York, New York, authorized to do business and doing business within
Orleans Parish, State of Louisiana.

2.

Made Defendants herein are:

- a. Tamika Newhouse (hereinafter "Newhouse"), upon information and belief,
a person of full age of majority, doing business in the State of Louisiana.
- b. Delphine Legacy Media Co. (Hereinafter referred to as "Delphine Legacy
Media"), a Georgia corporation with a principal place of business in

VERIFIED
6/29/23

Marietta, Georgia, doing business in the State of Louisiana.

- c. Lit Diaries, LLC (hereinafter referred to as “Lit Diaries”), a Georgia limited liability company with a principal office in Smyrna, GA, doing business in the State of Louisiana.
- d. Baldwin & Co, LLC (hereinafter “Baldwin & Co.”), a Louisiana limited liability company, authorized to do business and doing business in the State of Louisiana.

3.

Essence files this Petition due to Defendants’ unauthorized use of Essence’s name and trademarks to charge authors, artists, and guests for an event which violates New Orleans City Ordinance and does irreparable harm to Essence. For many years, Essence has conducted – at no charge to guests or participant authors – book signings and other events which promote black authors. Defendants, without authorization, have promoted an event which charges both authors and guests for participation in such a manner that is has caused, and will continue confusion. Thus, Essence files the current Petition which seeks relief, including the following:

- a. Temporary Restraining Order which prohibits Defendants from conducting an event which violates the City of New Orleans Ordinance and, further, prohibits Defendant from collecting any further funds from authors, artists, and guests in association with same event;
- b. Preliminary and Permanent Injunctive Relief which prohibits Defendants conducted an event which violates the City of New Orleans Ordinance and, further, orders Defendants to return any funds collected from authors, artists, and guests in relation to this event.

II. COMMON FACTUAL ALLEGATIONS

A. *Essence Festival of Culture’s Impact, Intellectual Property, and the City’s Protections*

4.

This suit arises from unfair competition and infringement directed against Essence Festivals Productions LLC and Essence Communications Inc. (“Essence”), the renowned publisher, media company and organizer of the ESSENCE FESTIVAL OF CULTURE (“EFOC”), among other events and services. For decades, Essence has used its media platform and events, including EFOC, to celebrate Black Women and African-American Culture, promote racial equity

and to support Black-owned businesses and entrepreneurship. Defendants' actions utilize Essence's name and violate a City ordinance for the purpose of collecting funds from black authors, artists, and guests for events and promotion which bear great similarity to the promotion that Essence has long been committed to provide to the identical assemblage at no charge. Thus, in order to halt consumer deception, preserve Essence's ideals, protect its participants, and maintain its goals, it has become necessary for Essence to file this petition.

5.

The Essence Festival of Culture is held yearly in the City of New Orleans. The positive economic impact of the festival upon the City of New Orleans and State of Louisiana has been consistently recognized and felt by the community for decades. Likewise, the festival serves as a platform for the promotion of racial equity locally and beyond.

6.

The positive effects of the festival include the promotion of artists and writers. The commitment of the festival to this goal is demonstrated by various programs that are provided at no charge to the guests, nor fees for the participation of the artists and writers. This includes event programming for black authors which bears particular relevance to the facts contained in this petition.

7.

The Essence Festival of Culture is organized, produced, and conducted by Essence Festivals Productions and Essence Communications Inc. (referred to collectively as "Essence").

8

Essence Communications Inc. possesses a valid and lawful trademark for "Essence Festival" registered in both the U.S. Patent and Trademark Office and with the Secretary of State of the State of Louisiana. The word mark "Essence Music Festival" is registered with the U.S. Patent and Trademark Office, Serial Number 75493921, Registration No. 2325402. The word mark "

Essence Festival" is registered with the U.S. Patent and Trademark Office, Serial Number 86055611, Registration No. 4525298. Further, the Essence Festival, Essence Fest and Essence Festival of Culture marks are famous marks which are well known both nationally and internationally as associated with Essence.

The City of New Orleans, in the best interests of the city and its citizens, regulates the areas that will be focus of festival activities to preserve the public health, safety, and welfare of residents, visitors, and participants.

On June 8, 2023, the City of New Orleans enacted municipal ordinance 33,146, which established a Clean Zone within which a temporary prohibition is enacted relevant to certain permits, business transactions, and commercial activity. This temporary prohibition iss in effect from 6:00 a.m., Monday, June 26, 2023 until midnight on Monday, July 3, 2023. The ordinance provides in pertinent part:

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, that there is hereby established a Clean Zone as follows: the Clean Zone shall encompass the area bounded by **Earhart Boulevard to Calliope Street, Religious Street to Orange Street proceeding across the Mississippi River along the West Bank Levee, continuing across the Mississippi River to Elysian Fields Avenue, North Claiborne Avenue to Tulane Avenue, North Broad to Earhart Boulevard thereto, and the Mississippi River (West Bank Levee of Orleans Parish at the Parish line)....**

...

SECTION 2. That the below described activities conducted within the Clean Zone area, by any person or entity, except those approved by both the City and Essence, shall be regulated as follows:

g. General and mobile advertising shall be prohibited, except for those authorized by Essence.

I. No person or entity shall sell, offer for sale or distribute counterfeit, unauthorized, non-licensed, infringing or otherwise illegal merchandise, including, without limitation, merchandise that bears the trademarks, service marks, copyright or other of its intellectual property, regardless of whether the person selling or distributing is operating pursuant to a special permit, exception or exemption provide for in this ordinance or elsewhere in the City Code.

...

SECTION 3. That nothing in this ordinance shall be construed as a repeal or suspension of any existing laws prohibiting or governing the issuance of permits outside the "Clean Zone" geographical boundaries.

SECTION 4. That the violation of any provision of this ordinance shall be punishable by a fine not exceeding \$500.00 or by imprisonment for not more than six months or both such fine and imprisonment.

SECTION 5. That no other outdoor events or festivals shall be permitted to take place in the Clean Zone area during the dates of the Essence Festival, Monday June 27, 2022,

through Monday, July 4, 2022. No street closing or meter bagging, other than those required by Essence Festival, shall be approved for any other activity, including film locations, to be held in the Clean Zone area during the specified times.

SECTION 7. That this ordinance shall remain in effect from **Monday, June 26, 2023, through Monday, July 3, 2023...**

((EMPHASIS ADDED))

11.

A complete and full copy of the City of New Orleans' ordinance (the "Clean Zone Ordinance") is attached hereto as Exhibit "A".

B. *Defendants' Use of the Essence Mark(s) for Event Within Clean Zone*

12.

Tamika Newhouse, Delphine Legacy Media, Lit Diaries, and Baldwin & Co., LLC (hereinafter collectively referred to as "Defendants") have engaged and are currently engaged in promotional advertisements utilizing the Essence trademarks. Further, these promotional advertisements include promotion of an event to be held within the boundaries of the Clean Zone Ordinance in violation of same.

13.

Defendants are utilizing the Essence mark(s) for promotion of an event to be held on June 30, 2023. The event is promoted as "Lit House @ Essence."

14.

The event is promoted by Tamika Newhouse, Delphine Legacy Media, and Lit Diaries. Ms. Newhouse utilizes Delphine Legacy Media and Lit Diaries, companies of which she is the principal, to promote this event in violation of Essence's trademark(s) and the Clean Zone Ordinance.

15.

Ms. Newhouse and the defendant companies are fully aware of the violative nature of the conduct described herein. Ms. Newhouse has contracted with Essence for differing activities which in no way authorize the event and publications complained of here, but placed Ms. Newhouse in full knowledge of the lack of authority and permission to utilize Essence's name and trademark(s) in conjunction with the subject event.

16.

Further, Defendant Delphine Legacy Media falsely and improperly lists Essence as a partner on its website and publications.

17.

The "Lit House @ Essence Fest" event is promoted as a block party that is set to occur within the boundaries of the Clean Zone Ordinance and violating same. Specifically, this event is set to occur at and around Baldwin and Co., located at 1030 Elysian Fields Avenue.

18.

The use of the trademark is demonstrated by social media posts and general advertising, a common example of which is attached hereto as Exhibit B (the "Prohibited Publication").

C. Defendants' Collection of Author Participation Fees and Public Ticket Sales

19.

In contrast to Essence's programming for authors, Defendants have charged authors appearing at "Lit House @ Essence Fest" participation fees by collecting funds from these authors while simultaneously gaining the benefit of their appearance(s) at the event.

20.

Further, Defendants have promoted "Lit House @ Essence Fest" in conjunction with charging the public for admission. Again, this lies in contrast to Essence, which offers event programming for authors which is free to the public.

21.

Defendants' activities in charging authors and the public are likely to cause consumer and vendor deception and significant damage to Essence as Defendants are utilizing Essence's brand(s) and mark(s) in a manner that is both unauthorized and contrary to its commitments to authors and its guests. This is further damaging to Plaintiffs, due to the brand confusion resulting from Defendants' activities.

D. Defendants' Activities Have Caused Brand Confusion and Damage to Reputation

22.

Essence became aware of Defendants' violative activities upon its communications with representatives of authors who had been contacted or engaged by Defendants. These individuals reported that they were already booked for an event that conflicted with Essence's author programming.

23.

Alarming, multiple authors indicated that they believed they had already been booked for an official Essence Festival of Culture event. These authors believed the "Lit House @ Essence

Fest” was, in fact, an official Essence Festival of Culture event, when it was not. Email communications evidencing this confusion is attached hereto as Exhibit C-1.

24.

Defendants have charged fees that are contrary to the commitments and reputation of Essence while utilizing the Essence name and trademarks in a way that has caused, and is likely to cause confusion amongst both guests and authors. These acts have caused brand confusion, damage to business reputation, business losses, and other related damages.

25.

Essence seeks the disgorgement of any funds collected by Defendants from authors, artists, guests, or other participants in the event and promotions complained of herein, such that those funds can be returned to the authors, artists, guest, or other participants who were charged under the auspices of an unauthorized Essence affiliation.

E. Defendants’ Activities Violate Essence’s Trademark(s) and the Clean Zone Ordinance

26.

The promotions and event complained of herein is in violation of the City of New Orleans Clean Zone Ordinance.

27.

Upon information and belief, the individuals who published the Prohibited Publication and who are promoting the event have done so, and continue to do so, with authority of and as agents, contractors, representatives, or employees of Defendants, Delphine Legacy Media, Lit House, and Baldwin & Co. This includes AAMBC – African Americans On the Move Book Club, Inc. (“AAMBC”), a nonprofit corporation sharing principal agent(s) with Defendants, Delphine Legacy Media and Lit Diaries. AAMBC is acting as an agent of Defendants, Delphine Legacy Media and Lit Diaries, in its publishing of the Prohibited Publication and activities related to the event.

III. RELIEF SOUGHT

28.

Petitioners repeat and re-allege paragraphs 1 through 21 as if pled herein, *in extenso*.

29.

Essence seeks a temporary restraining order directing Delphine Legacy Media, Tamika Newhouse, and Baldwin & Co., LLC, their agents, contractors, employees, and representatives be prohibited from engaging in or the performance of any event resulting from such promotions and

within the boundaries of the Clean Zone Ordinance during the prohibited time frame from 6:00 a.m., Monday, June 26, 2023 until midnight on Monday, July 3, 2023 and, further, prohibited from collecting any appearance fees, ticket charges, other funds in association with this event. Likewise, Tamika Newhouse, Delphine Legacy Media, Lit Diaries, LLC, and Baldwin & Co., LLC, their agents, contractors, employees, and representatives be prohibited from the use of promotional materials containing references to Essence Fest, Essence Festival 2023, or any combination of same. This includes the use of hashtags on social media, flyers, or electronic promotional material in association with any event as described above.

30.

Essence has suffered and will continue to suffer irreparable harm as a result of continued publications unlawfully utilizing its name and trademarks, including but not limited to the Prohibited Publication. This includes, but is not limited to, brand dilution, brand confusion, damage to business reputation, and loss of business opportunity.

31.

In the alternative to Paragraph 29, a showing of irreparable harm is not required as the Defendants' violation(s) of the Clean Zone Ordinance constitutes per se irreparable harm.

32.

Bond is unnecessary with regard to the Temporary Restraining Order ("TRO") sought herein as Tamika Newhouse, Delphine Legacy Media, Lit House, AAMBC, and Baldwin & Co. cannot suffer any damage as a result of the TRO. Alternatively, Petitioners shall post bond as directed by the Court.

33.

Petitioners seek a preliminary and permanent injunction prohibiting Defendants' activities as described in Paragraph 23 and directing the return of any appearance fees, ticket charges, or other funds collected in association with the event complained of herein.

34.

Petitioners respectfully requests that the injunction proceedings in this matter be heard via affidavit.

35.

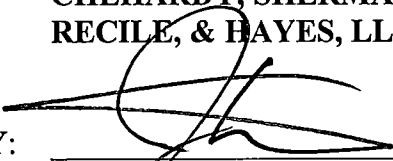
The allegations herein are supported via attached affidavit of undersigned counsel and representative(s) of petitioner.

Petitioners seeks that all Defendants, and each of them, after due proceedings, be ordered and subjected to judgment to return to Petitioners, such that they can be returned to those whom they were originally obtained, all funds collected from the events and promotions as described herein.

WHEREFORE, Petitioners, Essence Festivals Productions LLC and Essence Communications Inc. pray for a Temporary Restraining Order as sought herein, that Defendants be ordered to appear and show cause at a date and time to be fixed by this court why a preliminary injunction should not be issued enjoining Defendants, as Tamika Newhouse, Delphine Legacy Media, Lit House, and Baldwin & Co., from performing activities as described herein. Petitioners further pray for judgment in favor of petitioners, Essence Festivals Productions LLC and Essence Communications Inc., and against the Defendants, Tamika Newhouse, Delphine Legacy Media, Lit House, and Baldwin & Co., making permanent the preliminary injunction, as well as all other general and equitable relief.

Respectfully submitted,

**CHEHARDY, SHERMAN, WILLIAMS
RECILE, & HAYES, LLP**

BY: 

JAMES M. WILLIAMS (#26141)
GEORGE A. MUELLER, III (#28402)
JACOB D. YOUNG (#34845)
KAMAL O. PACKER (#40576)
 One Galleria Boulevard, Suite 1100
 Metairie, Louisiana 70001
 Telephone: (504) 833-5600
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 E-mail: james@thetrialteam.com
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***Attorneys for Petitioners,
Essence Festivals Productions LLC and Essence
Communications Inc.***

FILED

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

7/23 JUN 29 PM 3: 48

NUMBER:

CIVIL
DIVISION COURT

ESSENCE FESTIVALS PRODUCTIONS LLC
AND ESSENCE COMMUNICATIONS INC.

VS.

TAMIKA NEWHOUSE, DELPHINE LEGACY MEDIA,
LIT DIARIES, LLC, AND BALDWIN & CO., LLC

FILED: _____

DEPUTY CLERK

PLEASE SERVE:

BALDWIN & CO., LLC
Through its registered agent,
Dernell Johnson
701 Loyola Ave., Unit 58574
New Orleans, LA 70115-8574

BALDWIN & CO, LLC
through its employee(s),
1030 Elysian Fields Ave.
New Orleans, LA 70117

PLEASE ISSUE CITATION FOR LONG-ARM SERVICE

TAMIKA NEWHOUSE
555 Salem Woods Dr. SE
Marietta, GA 30067

DELPHINE LEGACY MEDIA CO.
Through its registered agent,
Tamika Newhouse
555 Salem Woods Dr. SE
Marietta, GA 30067

LIT DIARIES, LLC
through its registered agent,
Tamika Newhouse
3042 Spring Hill Parkway SE, Apt. D
Smyrna, GA 30080

FILED

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

2023 JUN 29 PM 3: 47

STATE OF LOUISIANA

NUMBER:

CIVIL
DISTRICT DIVISION:

ESSENCE FESTIVALS PRODUCTIONS LLC AND
ESSENCE COMMUNICATIONS INC.

VS.

TAMIKA NEWHOUSE, DELPHINE LEGACY MEDIA,
LIT DIARIES, LLC, AND BALDWIN & CO., LLC

FILED: _____

DEPUTY CLERK

ORDER

Considering the foregoing Petition for Temporary Restraining Order, Preliminary and Permanent Injunction, and Damages (hereinafter the "Petition");

IT IS HEREBY ORDERED that Tamika Newhouse, Delphine Legacy Media, Lit Diaries, and Baldwin & Co., LLC, their agents, contractors, employees, and representatives be prohibited from performance of any event resulting from such promotions and within the boundaries of the Clean Zone Ordinance during the prohibited time frame between from 6:00 a.m., Monday, June 26, 2023 until midnight on Monday, July 3, 2023 and, further, prohibiting them from collecting any further appearance fees, ticket charges, or other funds in association with any such event. Likewise, Tamika Newhouse, Delphine Legacy Media, Lit Diaries, LLC, and Baldwin & Co., LLC, their agents, contractors, employees, and representatives be prohibited from the use of promotional materials containing references to Essence Fest, Essence Festival 2023, or any combination of same. This includes the use of hashtags on social media, flyers, or electronic promotional material in association with any event as described above.

IT IS HEREBY ORDERED that Tamika Newhouse, Delphine Legacy Media, Lit Diaries, LLC, and Baldwin & Co., LLC, appear and show cause on the ____ day of _____, 20__ why an injunction should not be granted.

IT IS FURTHER ORDERED that the hearing and show cause regarding Preliminary Injunction be heard via affidavits.

NEW ORLEANS, LOUISIANA, this ____ day of _____, 2023.

JUDGE

Civil District Court for the Parish of Orleans

VERIFIED

FILED

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

2023 JUN 29 PM 3:47

NUMBER:

CIVIL
DISTRICT COURT
DIVISION:

ESSENCE FESTIVALS PRODUCTIONS LLC
AND ESSENCE COMMUNICATIONS INC.

VS.

TAMIKA NEWHOUSE, DELPHINE LEGACY MEDIA,
LIT DIARIES, LLC, AND BALDWIN & CO., LLC

FILED: _____

DEPUTY CLERK

PLEASE SERVE:

BALDWIN & CO., LLC
Through its registered agent,
Dernell Johnson
701 Loyola Ave., Unit 58574
New Orleans, LA 70115-8574

AND

BALDWIN & CO., LLC,
Through its employee(s),
1031 Elysian Fields Ave.
New Orleans, LA 70117

PLEASE ISSUE CITATION
FOR LONG-ARM SERVICE

TAMIKA NEWHOUSE
555 Salem Woods Dr. SE
Marietta, GA 30067

DELPHINE LEGACY MEDIA CO.
Through its registered agent,
Tamika Newhouse
555 Salem Woods Dr. SE
Marietta, GA 30067

LIT DIARIES, LLC
through its registered agent,
Tamika Newhouse
3042 Spring Hill Parkway SE, Apt. D
Smyrna, GA 30080

FILED

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

2023 JUN 29 PM 3:47

NUMBER:

DIVISION: IL
DISTRICT COURT

ESSENCE FESTIVALS PRODUCTIONS LLC
AND ESSENCE COMMUNICATIONS INC.

VS.

TAMIKA NEWHOUSE, DELPHINE LEGACY MEDIA,
LIT DIARIES, LLC, AND BALDWIN & CO., LLC

FILED: _____

DEPUTY CLERK

AFFIDAVIT, VERIFICATION, AND CERTIFICATION
OF JAMES M. WILLIAMS

PARISH OF ORLEANS

STATE OF LOUISIANA

BE IT KNOWN, that on this 29th day of June, 2023;

BEFORE ME, the undersigned authority, personally came and appeared:

JAMES M. WILLIAMS

a competent person of the full age of majority, who after first being duly sworn, did depose and state the following based upon his own personal knowledge:

1. I am an attorney licensed to practice in the State of Louisiana.
2. I am an attorney of record for Essence Communications Inc. ("Essence") in the above-captioned matter.
26. All facts contained in the foregoing *Verified Petition for Temporary Restraining Order, Preliminary Injunction, Permanent Injunction, and Damages* (the "Petition") are true and accurate to the best of my knowledge and belief.
27. Pursuant to Louisiana Code of Civil Procedure Article 3603(A)(2), the undersigned certifies that a copy of the Petition has been sent to Tamika Newhouse at the following e-mail addresses: info@delphinelegacymedia.com, info@ourlitdiaries.com, and info@aambc.org.
28. Tamika Newhouse serves as the CEO of Delphine Legacy Media and is the founder of Lit Diaries. Tamika Newhouse signed certain documents in connection with Delphine Legacy Media, and Lit Diaries' filings with the Georgia Secretary of State.

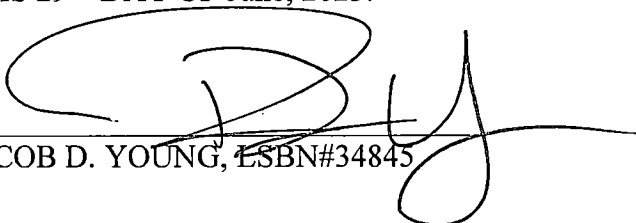
29. Pursuant to Louisiana Code of Civil Procedure Article 3603(A)(2), the undersigned certifies that a copy of the Petition has been sent to Dernell Johnson at the following e-mail address: info@baldwinandcobooks.com.
30. Dernell Johnson is the owner of Baldwin & Co., LLC. Dernell Johnson is listed as the filing party for certain documents in connection with Baldwin & Co., LLC filings with the Louisiana Secretary of State.
31. Each party has confirmed receipt of notices referenced above. Yet, the infringement and violative conduct continues.
32. Notwithstanding the notice given to Tamika Newhouse, Delphine Legacy Media, Lit Diaries, and Baldwin & Co., pursuant to Louisiana Code of Civil Procedure Article 3603(A)(2), the request for a temporary restraining order should be granted without notice because immediate and irreparable injury, loss, and/or damage will result if such requested relief is not ordered immediately due to the fact that the defendants, upon information and belief, are continuously using the protected language in promotional advertisements for events occurring today and throughout the weekend.



JAMES M. WILLIAMS

SWORN AND SUBSCRIBED BEFORE ME,

THIS 29th DAY OF June, 2023.



JACOB D. YOUNG, ESN#34845

FILED

2023 JUN 29 PM 3:47

ORDINANCE

CITY OF NEW ORLEANS

CIVIL
DISTRICT COURT

CITY HALL: May 25, 2023

CALENDAR NO. 34,196

NO. _____ MAYOR COUNCIL SERIES

--BY: COUNCILMEMBER KING FKIII

AN ORDINANCE to provide for the designation of public property within designated areas of the City of New Orleans ("City") as a temporary "Clean Zone" during the time period beginning at 6:00 a.m., Monday, June 26, 2023 and continuing through and until midnight on Monday, July 3, 2023, relative to the use of these areas in conjunction with the 2023 Essence Festival ("Festival") and related activities to provide for the temporary prohibition of certain permits in the Clean Zone area; to provide for the temporary prohibition of the transaction of certain business and/or commercial activity within the Clean Zone area; to provide for the imposition of fines and penalties for violations of this ordinance; to establish the Clean Zone as the area bounded by Earhart Boulevard to Callopie Street, Religious Street to Orange Street proceeding across the Mississippi River along the West Bank Levee, continuing across the Mississippi River to Elysian Fields Avenue, North Claiborne Avenue to Tulane Avenue, North Broad to Earhart Boulevard thereto, and the Mississippi River (West Bank Levee of Orleans Parish at the Parish line), excluding the Louisiana Superdome property, the New Orleans Smoothie King Arena property, and the Ernest N. Morial Convention Center property; to provide a sunset period for applicability; and otherwise to provide with respect thereto.

WHEREAS, the City will host the Festival to be held on Thursday, June 29, 2023 through Monday, July 3, 2023; and



WHEREAS, the Festival and affiliated events will attract hundreds of thousands of visitors, dignitaries, celebrated artists, and media personnel and have a positive economic impact on the City and the State of Louisiana; and

WHEREAS, the sale or distribution of merchandise, goods, or wares in proximity to the Festival area will exacerbate congestion and potentially lead to public safety hazards, and hinder security operations; and

WHEREAS, the sale of counterfeit, infringing and/or stolen merchandise connected to the Festival by third parties has created confusion in the marketplace by association and proximity to the Festival activities; and

WHEREAS, it is in the best interest of the City to regulate the areas that will be the focus of Festival activities to preserve the public health, safety and welfare of residents, visitors, and participants and to ensure that the maximum benefit that the Festival events have to offer may be enjoyed by all; and

WHEREAS, the City's goal in establishing the Clean Zone is to regulate, during the effective time and within the stated boundaries, various forms of commercial activity as stated below, for the purposes of: providing for the public health, safety and welfare of residents and visitors; assisting businesses in thriving over the course of the Festival; preventing congestion, litter, and other obstructions to vehicular traffic, pedestrians, and emergency services vehicles and personnel; preventing line of sight obstructions; identifying easily and investigating unclaimed/suspicious packages and vehicles impacting public safety operations; and protecting the security of the Festival; and

WHEREAS, to that end, it is necessary to establish a Clean Zone in areas within the City where Festival events are scheduled to occur for the temporary time periods and within the specified boundaries designated in this ordinance; and

WHEREAS, the City desires to establish regulations prohibiting the sale, offer for sale, or distribution of counterfeit, infringing, or otherwise illegal merchandise bearing the trademarks, service marks, copyright, rights, or other intellectual property rights of the Festival's producer, Essence Communications, Inc. ("Essence") and Essence Festival within the Clean Zone; **NOW, THEREFORE**

1 **SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, That there is hereby established a Clean Zone as follows: the Clean Zone shall
3 encompass the area bounded by Earhart Boulevard to Calliope Street, Religious Street to Orange
4 Street proceeding across the Mississippi River along the West Bank Levee, continuing across the
5 Mississippi River to Elysian Fields Avenue, North Claiborne Avenue to Tulane Avenue, North
6 Broad to Earhart Boulevard thereto, and the Mississippi River (West Bank Levee of Orleans Parish
7 at the Parish line), excluding the Louisiana Superdome property, the New Orleans Smoothie King
8 Arena property, and the Ernest N. Morial Convention Center property.

1 **SECTION 2.** That the below described commercial activities conducted within the Clean
2 Zone area, by any person or entity, except those approved by both the City and Essence, shall be
3 regulated as follows:

- 4 a. No person shall transact any business upon the public streets or sidewalks.
5 b. The sale or sampling of any food or beverages shall be prohibited on the public streets,
6 sidewalks or rights-of-way, and outside of an enclosed building.
7 c. No beverages shall be provided, served or sold from any temporary outdoor use.

- 8 d. The sale or distribution of food, beverages and/or merchandise shall be prohibited on public
9 streets, sidewalks, rights-of-way, and/or outside of an enclosed building to patrons on
10 public streets, sidewalks, or rights-of-way.
- 11 e. The sale or distribution of merchandise and/or the transaction of business shall be
12 prohibited on public streets, sidewalks and/or rights-of-way and outside of an enclosed
13 building to patrons on public streets, sidewalks and/or rights-of-way.
- 14 f. All permits relative to the sale of merchandise and/or the transaction of business shall be
15 suspended on the public streets, sidewalks or rights-of-way and outside of an enclosed
16 building.
- 17 g. General and mobile advertising shall be prohibited, except for those authorized by Essence.
- 18 h. Mobile or push-cart vending not otherwise permitted shall be prohibited in the Clean Zone
19 area during the week of **Monday, June 26, 2023 through and including Monday, July**
20 **3, 2023.**
- 21 i. No person or entity shall sell, offer for sale or distribute counterfeit, unauthorized, non-
22 licensed, infringing or otherwise illegal merchandise, including, without limitation,
23 merchandise that bears the trademarks, service marks, copyright, or other intellectual
24 property rights of Essence, Essence Festival or any entity that has not consented to the use
25 of its intellectual property, regardless of whether the person selling or distributing is
26 operating pursuant to a special permit, exception or exemption provided for in this
27 ordinance or elsewhere in the City Code.
- 28 j. No inflatable, plane-advertising, building wraps, projection or electric image signs of any
29 kind shall be displayed, except for those authorized by Essence.

30 k. The construction, placement, occupation or use of any temporary structure or
31 encumbrances of any kind (including, but not limited to, temporary location of tents,
32 canopies, structures, and air-supported, air-inflated and tensioned membranes) shall be
33 prohibited except for those authorized by the Superintendent of Police for public safety
34 purposes, and approved by the Superintendent of Fire.

35 l. The distribution or provision of any type of free products, service, or coupons (otherwise
36 referred to as sampling) and other promotional giveaways on a public street, sidewalk,
37 right-of-way or outside of an enclosed building shall be prohibited.

1 **SECTION 3.** That nothing in this ordinance shall be construed as a repeal or suspension
2 of any existing laws prohibiting or governing the issuance of permits outside the "Clean Zone"
3 geographical boundaries.

1 **SECTION 4.** That the violation of any provision of this ordinance shall be punishable by
2 a fine not exceeding \$500.00 or by imprisonment for not more than six months or both such fine
3 and imprisonment.

1 **SECTION 5.** That no other outdoor events or festivals open to the public shall be
2 permitted to take place in the Clean Zone area during the dates of the Essence Festival, **Monday,**
3 **June 26, 2023 through and including Monday, July 3, 2023.** No street closing or meter bagging,
4 other than those required by Essence Festival, shall be approved for any other activity, including
5 film locations, to be held in the Clean Zone area during the specified times.

1 **SECTION 6.** That if any provision of this ordinance is for any reason held to be
2 unconstitutional or invalid by a court of competent jurisdiction, such holding shall not affect the
3 validity of the remaining portions, and those remaining portions shall be and remain in full force
4 and effect.

1 **SECTION 7.** That this ordinance shall remain in effect from **Monday, June 26, 2023**
2 **through and including Monday, July 3, 2023,** and the Clerk of Council shall cause this ordinance
3 to be provided to the Chief Administrative Officer, Department of Finance, the Department of
4 Public Works, the Department of Safety & Permits, the New Orleans Police Department, and the
5 New Orleans Fire Department.

1 **SECTION 8.** One or more Public Participation Areas shall be established within or around
2 the Clean Zone. Each Public Participation Area shall allow for the reasonable expression by the
3 public in a manner that shall not be disruptive to the 2023 Essence Festival, activities and events.
4 Public Participation Areas shall be provided for during such reasonable times, and in such
5 reasonable locations or proximity in and/or around the Clean Zone as to allow for meaningful and
6 effective expression by the public.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:

DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

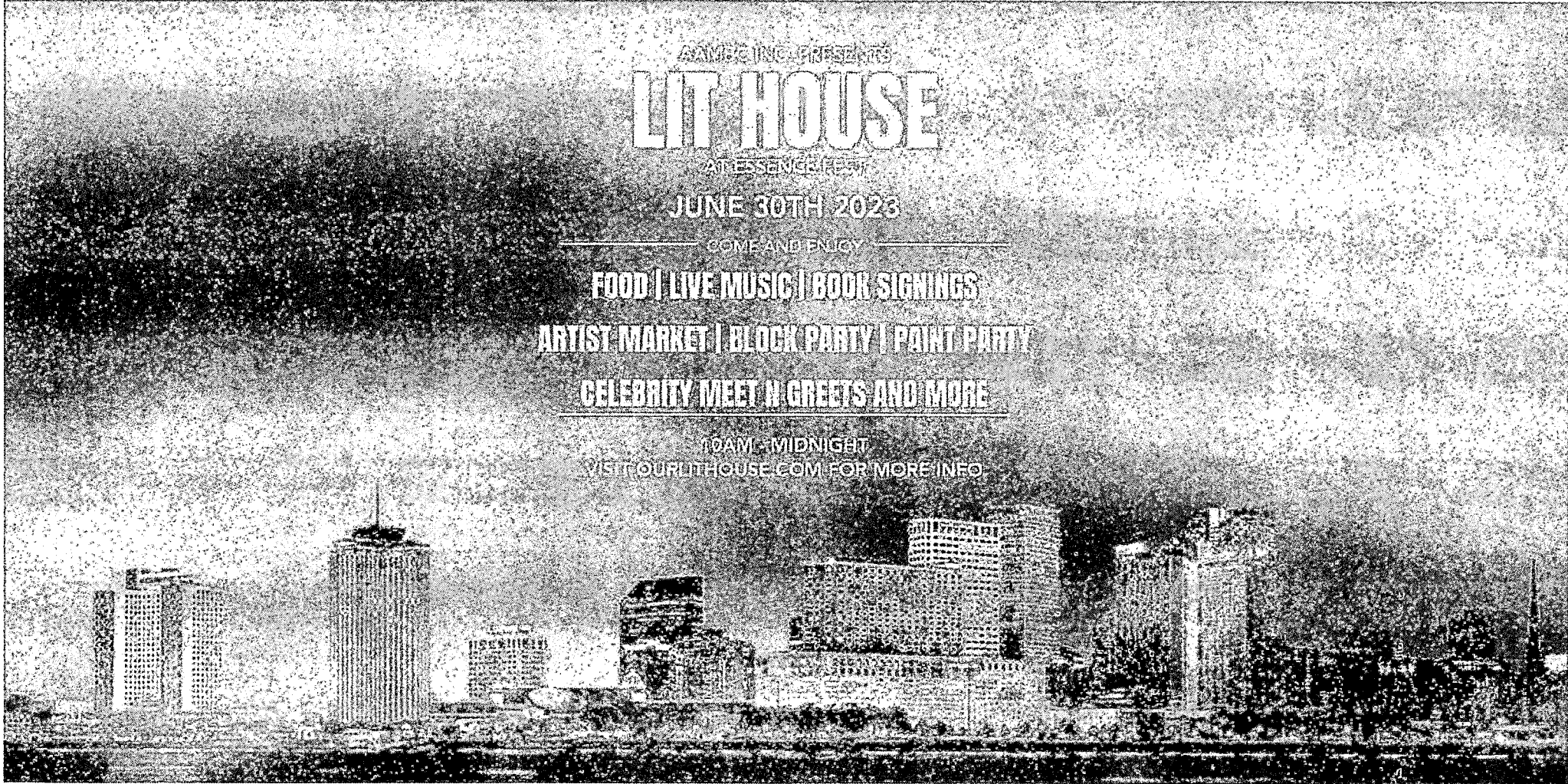
ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED:



AMPC INC. PRESENTS
LIT HOUSE

AT ESSENCE FEST

JUNE 30TH 2023

COME AND ENJOY

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ARTIST MARKET | BLOCK PARTY | PAINT PARTY

CELEBRITY MEET N GREET AND MORE

10AM - MIDNIGHT

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RT

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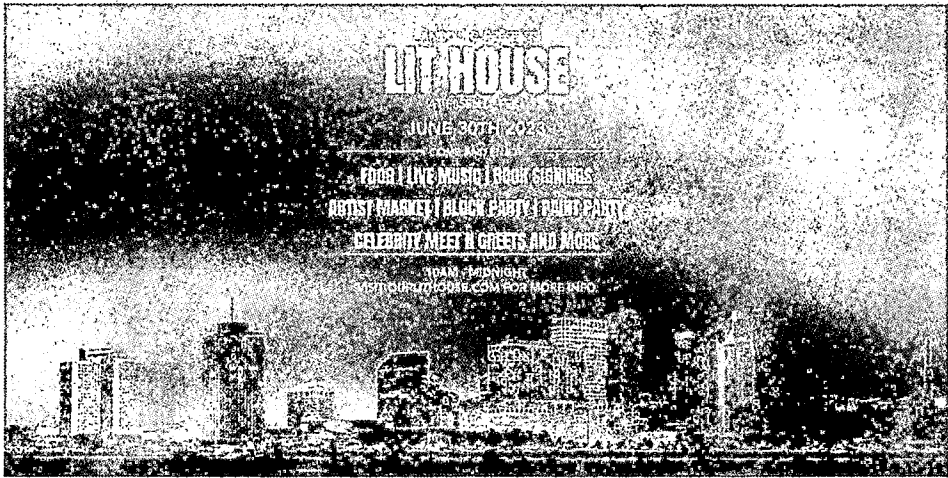


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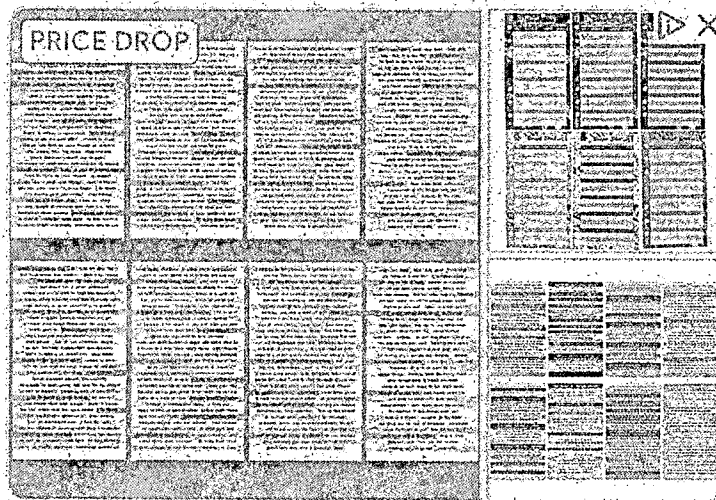
Lit House @ Essence

Fri Jun 30 2023 at 09:00 am
(GMT-05:00)

Baldwin & Co. coffee & bookstore,
1030 Elysian Fields Avenue, New
Orleans, LA, United States, New Orleans,
United States



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Effortless Deal on Temu

Temu

Lit House is a 1-Day event where Black stories connect with the Culture through artist-led conversations, paint parties, and a block party that showcases the talent and creativity of the Black community. Experience the best book signings, art market, and an indie row featuring some of today's emerging writers during this year's Essence Fest.

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ESSENCE *Festival of* CULTURE™

NEW ORLEANS • LOUISIANA

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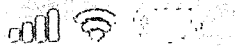
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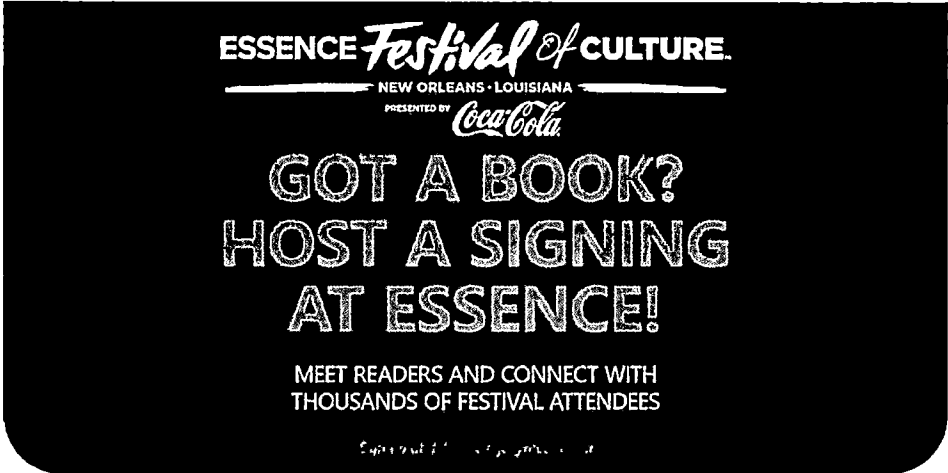
9:19



eventbrite



Menu



Ticket sales end soon



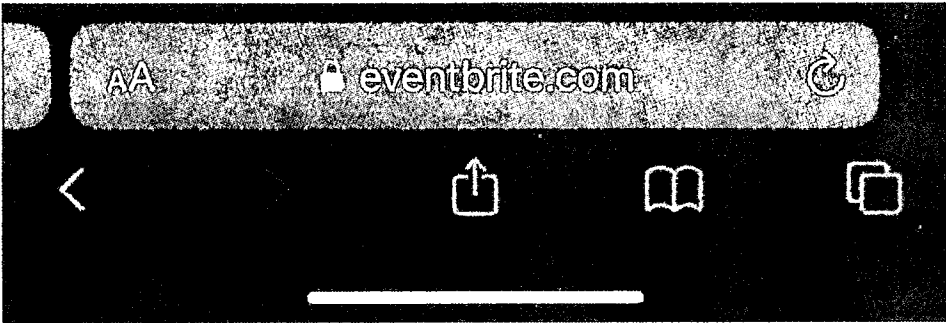
Jun 30

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CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

FILED
2023 JUN 29 PM 3:47

NUMBER:

DIVISION:
DISTRICT COURT

ESSENCE FESTIVAL PRODUCTIONS, LLC AND
ESSENCE COMMUNICATIONS, INC.

VS.

DELPHINE LEGACY MEDIA, TAMIKA NEWHOUSE,
AND BALDWIN & CO., LLC

FILED: _____

DEPUTY CLERK

AFFIDAVIT

PARISH OF ORLEANS

STATE OF LOUISIANA

BE IT KNOWN, that on this 29th day of July, 2023;

BEFORE ME, the undersigned authority, personally came and appeared:

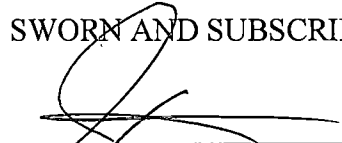
MECHELLE EVANS

a competent person of the full age of majority, who after first being duly sworn, did depose and state the following based upon his own personal knowledge:

1. I, Mechelle Evans, am a person of full age of majority.
2. I am Senior Corporate Counsel of Essence Communications, Inc. ("Essence").
3. I am a custodian of records for Essence.
4. The emails attached hereto as Exhibit C-1 were kept in the ordinary course and scope of business.
5. The listing attached hereto as Exhibit C-2 lists the trademarks of Essence in association with the Essence Festival of Culture.
6. The documentation attached hereto as Exhibit C-1 were kept in the ordinary course and scope of business as part of Essence's efforts in relation to violative events during the festival.
7. All facts contained in the foregoing *Verified Petition for Temporary Restraining Order, Preliminary Injunction, Permanent Injunction, and Damages* (the "Petition") are true and accurate to the best of my knowledge and belief.
6. The statements made herein are from my personal knowledge.


MECHELLE EVANS, ESQ.

SWORN AND SUBSCRIBED BEFORE ME, THIS DAY OF 29th of June, 2023.


NOTARY PUBLIC

James M. Williams
LSBA # 26141
Commission for 1.20



ESSENCE

ESSENCE.COM

Mechelle Evans, Esq.
Senior Corporate Counsel
E: Mevans@essence.com
T: 929-298-6380 M: 917-936-7331
A: 34 35th Street, Suite 5A, Brooklyn, 11232



FILED

2023 JUN 29 PM 3:47

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From: Casey R Kelley <casey@thecollectivecurates.com>

Sent: Tuesday, June 13, 2023 9:29 PM

To: Mechelle Evans, Esq. <Mevans@essence.com>; Hakeem Holmes <hholmes@essence.com>

Cc: Sierra Tribble <sierra@thecollectivecurates.com>; Jen Brooks <jen@thecollectivecurates.com>; Essence Law Department <EssenceLawDepartment@essence.com>; Raisa Dyadkina <raisa.dyadkina.legal@essence.com>

Subject: Re: Essence Festival of Culture - Talent Contracts

Hey Mechelle!

It's definitely a lot. We have had several calls with publishers that we wanted to book where the author was not available. We are now learning that they are authors at the event being held at Baldwin Bookstore. Most of the conversations took place over the phone but to avoid hearsay, I am focusing on the emails we have.

We reached out to Hachette Publishing about an author. They asked us if we would also be interested in NYT bestselling author Farrah Rochon. We remembered she was local and said absolutely. The publisher emailed back and stated that she was participating in "Essence Fest + Baldwin Books" on June 30th. (see attached). We had heard about it on calls but we were told it was cancelled. After we received the email from Estelle, we did research and found this [Eventbrite](#). While the Eventbrite says "not an Essence Fest official event", we do know that publishers and authors were told "Essence Fest + Baldwin Books".

After multiple conversations and locking in a time, we learned that Farrah would in fact participate. Full disclosure – we assumed that she decided to not participate in the event at Baldwin. We have sent the info for contracting, received her headshot and bio for the graphics team, etc. Today we received an email (see attached) that Farrah could no longer participate because she thought the events were the same and she is double booked. We asked the publisher the name she said "Lit Diaries".

We believe that after we posted today that it drew attention to the conflicting events. We learned that [Lit Diaries](#) is part of [Lit House](#) which has partnered with Baldwin to bring a book festival during Essence Festival. Lit House is owned by Tamika Newhouse. She also owns [Delphine Legacy Media](#). The websites have menus with "Events" that point to an "Essence Experience" event that costs up to \$650.

We could not secure Tiffany D Jackson (one of the biggest YA authors) because she is doing the Baldwin event. I was able to confirm today via a phone call that she was told this was an Essence event. We also wanted to book Theresa THA S.O.N.G.B.I.R.D. and Kimberly Jones.

My assumption is that Delphine Legacy Media has a booth at EFOC and is "subleasing" it. But because of the verbiage and logos, it appears that Essence is offering this space to authors for book signings.

<https://ourlithouse.com/speakers/>

<https://ourlithouse.com/schedule/>



I hope this gives you all the necessary information. I wanted to clearly make sure that this email focused only on facts and what is easily verifiable. Please let me know if you need anything else or would like to speak over the phone.

Respectfully,



Casey R. Kelley (she/her)
Chief Marketing Officer
casey@thecollectivecurates.com
904.955.0972

Creating, hosting and developing bookish experiences that highlight Black readership and authors.

From: Mechelle Evans, Esq. <Mevans@essence.com>
Date: Tuesday, June 13, 2023 at 8:28 PM
To: Hakeem Holmes <hholmes@essence.com>
Cc: Casey R Kelley <casey@thecollectivecurates.com>, Sierra Tribble <sierra@thecollectivecurates.com>, Jen Brooks <jen@thecollectivecurates.com>, Essence Law Department <EssenceLawDepartment@essence.com>, Raisha Dyadkina <raisha.dyadkina.legal@essence.com>
Subject: Re: Essence Festival of Culture - Talent Contracts

Hakeem, thanks for looping me in!

Casey, thanks for sharing. We are all over this. Please share additional facts as gathered.

Thank you,

Mechelle

Mechelle Olidge-Evans, Esq.
Sent from my iPhone

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Mechelle Evans, Esq.
Senior Corporate Counsel
E: Mevans@essence.com
T: 929-298-6380 M: 917-936-7331
A: 34 35th Street, Suite 5A, Brooklyn, 11232



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On Jun 13, 2023, at 7:42 PM, Hakeem Holmes <hholmes@essence.com> wrote:

+ Mechelle and Legal Dept here

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Hakeem Holmes
VP, ESSENCE Festival of Culture
E: hholmes@essence.com
T: M: 929-275-0645
A: 34 35th Street, Suite 5A, Brooklyn, 11232

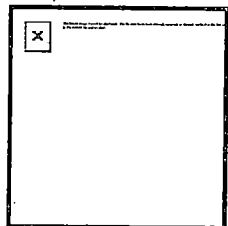


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From: Casey R Kelley <casey@thecollectivecurates.com>
Date: Tuesday, June 13, 2023 at 7:26 PM
To: Hakeem Holmes <hholmes@essence.com>
Cc: Sierra Tribble <sierra@thecollectivecurates.com>, Jen Brooks <jen@thecollectivecurates.com>
Subject: FW: Essence Festival of Culture - Talent Contracts

We had this author booked and she is now cancelling because of Baldwin. She was booked by Lit House to do "Baldwin + EssenceFest" and didn't realize that our event was not the same thing. This is the epitome of "the likelihood of confusion". We are now realizing that they beat us to the punch with multiple authors that we initially really wanted. I just got off the phone with HarperCollins and was told that the authors we were trying to get booked these themselves because they thought it was part of Essence Festival. This is a mess.

Respectfully,



Casey R. Kelley (she/her)
Chief Marketing Officer
casey@thecollectivecurates.com
904.955.0972

Creating, hosting and developing bookish experiences that highlight Black readership and authors.

From: Estelle Hallick <Estelle.Hallick@hbgusa.com>
Date: Tuesday, June 13, 2023 at 5:46 PM
To: Casey R Kelley <casey@thecollectivecurates.com>
Cc: Sierra Tribble <sierra@thecollectivecurates.com>, Jen Brooks <jen@thecollectivecurates.com>
Subject: Re: Essence Festival of Culture - Talent Contracts

I absolutely hate to do this but I just touched base with Farrah Rochon and she is double booked for the 3:20pm slot on June 30. She thought this opportunity and the other one were the same one. (What are

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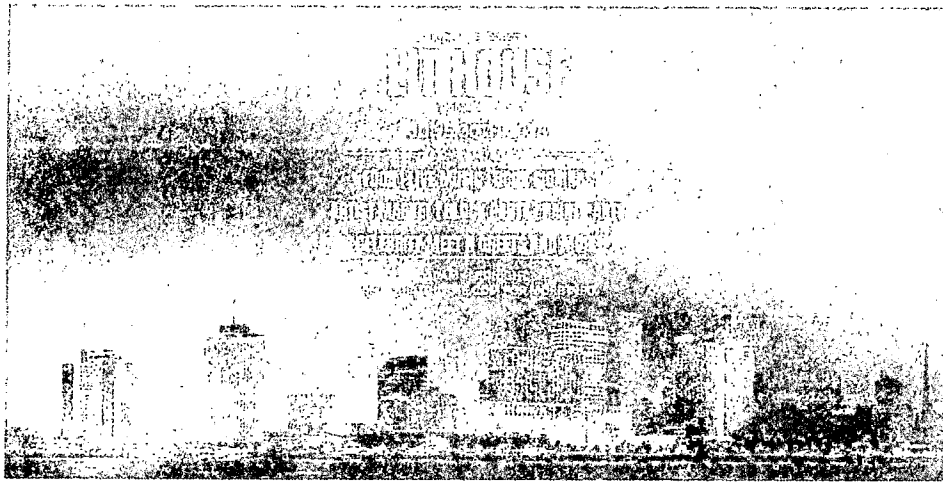


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Lit House @ Essence

Fri Jun 30 2023 at 09:00 am
(GMT-05:00)

Baldwin & Co. coffee & bookstore,
1030 Elysian Fields Avenue, New
Orleans, LA, United States, New Orleans,
United States

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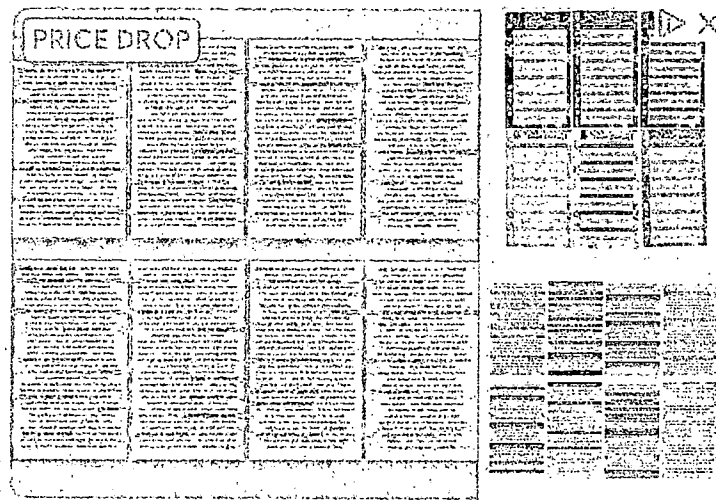
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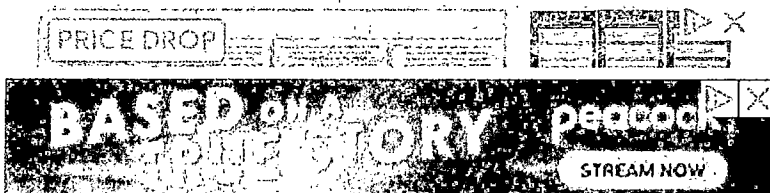


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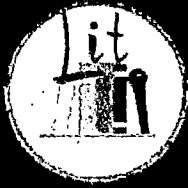


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ourlitdianes.com



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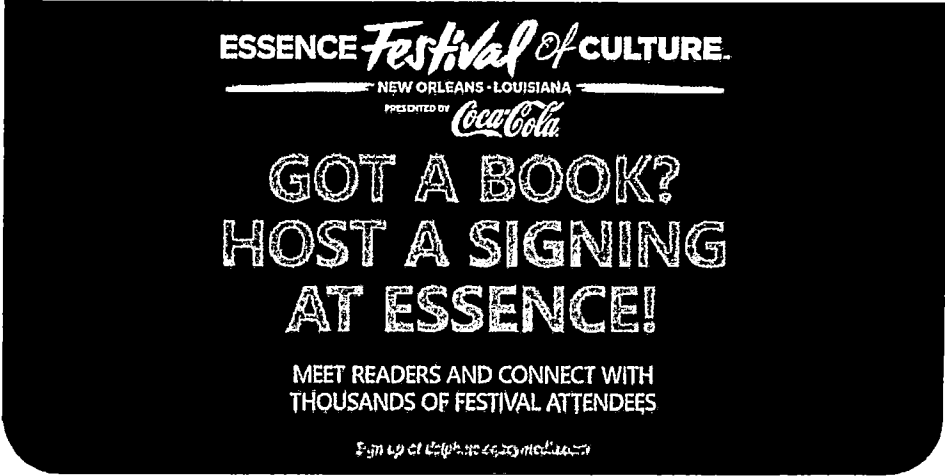
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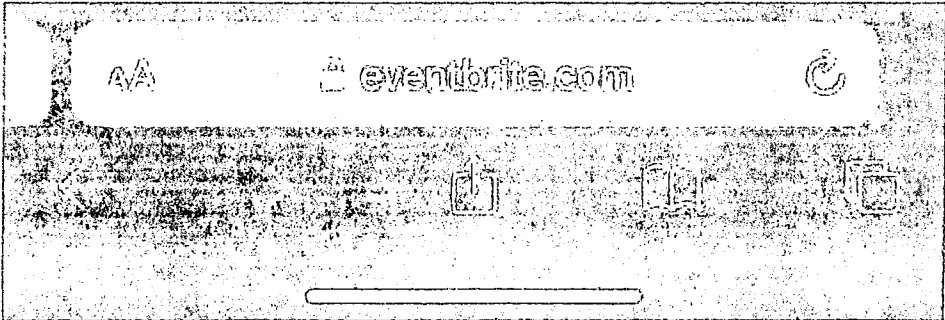
Jun 30

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